

prior written approval, and any such assignment by Vendor shall be wholly void and ineffective for all purposes unless made in conformity with this section.

Assignment of Overcharge Claims. Vendor hereby assigns to MSH any and all claims for overcharges associated with this agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec 1 et seq. (1973), or arising under any applicable antitrust laws of the State of Mississippi.

Freedom of Access and Use of Facilities. Vendor's employees shall have reasonable and free access to use only those facilities of MSH that are necessary to perform product related services under this agreement and shall have no right of access to any other facilities of MSH. If Vendor's employees, agents, and/or subcontractors are performing work on MSH's premises for a period longer than three (3) days or twenty four (72) hours, MSH may require the Vendor to perform a security clearance check and urine drug test on each individual assigned to perform work under this agreement. If Vendor's employees, agents, and/or subcontractors are performing work on MSH's premises for period shorter than three (3) days or twenty four (72) hours, they must be accompanied by a MSH employee at all times.

Observance of MSH Rules and Regulations. Vendor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking or use of tobacco products, no use of alcohol or drugs, no possession of firearms or other weapons, consideration for patients and their families, and parking and safety/security regulations. Care for MSH patients is the first priority. When patients are being transported in MSH elevators, Vendor's employees, agents, representatives, and subcontractors should exit/not enter the elevator and wait for the next available elevator to arrive.

Recall Notice. Vendor shall, immediately upon discovery of same, advise MSH of any or all required replacement/modifications to products or component part thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty four (24) hours of such verbal notification. All such

formal notices shall be submitted to the attention of the MSH Purchasing Chief.

Applicable Law. The agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The vendor shall comply with applicable federal, state and local laws and regulations.

Representation Regarding Contingent Fees. The Vendor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Vendor's bid or proposal.

Representation Regarding Gratuities. The Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in State of Mississippi Procurement regulations.

Certification of Independent Price Determination. The vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event the Vendor defaults in any obligations under this agreement, the Vendor shall pay to MSH all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by MSH in enforcing this agreement or otherwise reasonably related thereto. Vendor agrees that under no circumstances shall MSH be obligated to pay any attorney's fees or costs of legal action to the Vendor.

Authority To Contract. Vendor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is

not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MSH is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated 25-61-1, et seq. If a public records request is made for any information provided to MSH pursuant to the agreement, MSH shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

Contractor Personnel. MSH shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Vendor. If MSH reasonably rejects staff or subcontractors, the Vendor must provide replacement staff or subcontractors satisfactory to MSH in a timely manner and at no additional cost to MSH. The day to day supervision and control of the Vendor's employees and subcontractors is the sole responsibility of the Vendor.

HIPAA Compliance. Vendor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.

Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. No oral statement of any person shall modify or otherwise

affect the terms, conditions, or specifications stated in this agreement.

No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Vendor for harm caused by the intentional or reckless conduct of the Vendor for damages incurred through the negligent performance of duties by the contractor or the delivery of products that are defective due to negligent construction.

Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by MSH and the Vendor.

Quality Control. The Vendor shall institute and maintain throughout the agreement period a properly documented quality control program designed to ensure that the product related services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Vendor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by MSH.

Third Party Action Notification. Vendor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this agreement.

Unsatisfactory Work. If, at any time during the contract term, the product related service performed or work done by the Vendor is considered by MSH to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Vendor shall, on being notified by MSH, immediately correct such deficient product related service or work. In the event the Vendor fails, after notice, to correct the deficient product related service or work immediately, MSH shall have the right to order the correction of the deficiency by separate agreement or with its own resources at the expense of the Vendor.

Debarment. By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi, and that it is not agent of a person or entity that is currently debarred from submitting bids for contract issued by and political subdivision or agency of the State of Mississippi.

Nonconforming Terms and Conditions. A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MSH reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MSH of non-responsiveness based on the submission of nonconforming terms and conditions.

VENDOR INFORMATION – ATTACHMENT G

IN ADDITION TO INFORMATION SUPPLIED ELSEWHERE WITHIN THE IFB, PLEASE COMPLETE THE FOLLOWING WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS: _____ FEDERAL ID NUMBER: _____

SHIPMENT WILL BE MADE: _____ DAYS A.R.O.

SEND ORDERS TO:

VENDOR NAME & ADDRESS: _____

Telephone: _____ Fax: _____

INVOICES WILL BE FROM:

VENDOR NAME & ADDRESS: _____

CONTRACT CONTACT:

Name: _____

Telephone: _____ E-Mail: _____

WARRANTY SERVICE CONTACT: _____